

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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JOHN MILLER,

Plaintiff,

-against-

GLORIA MEROLLA,

Defendants.

**STIPULATION AND  
ORDER OF  
SETTLEMENT AND  
DISCONTINUANCE**

**15-CV-1927 (JS) (AKT)**

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

----- x  
JOHN MILLER,

Plaintiff,

-against-

GLORIA MEROLLA,

Defendants.

**15-001313**

----- x  
**WHEREAS**, plaintiff commenced this action in state court by filing a complaint on or about February 11, 2015, seeking to quiet title to 758 Lenore Lane, Elmont, New York; and

**WHEREAS**, defendant removed the action to the United States District Court for the Eastern District of New York by Notice of Removal dated April 2, 2015; and

**WHEREAS**, defendant Gloria Merolla has denied any and all liability arising out of plaintiff John Miller's allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

**WHEREAS**, plaintiff has authorized his counsel, Alcides A. Casares, Esq., to settle this matter on the terms set forth below;

**WHEREAS**, defendant has authorized her counsel, Gabriel P. Harvis, Esq., to settle this matter on the terms set forth below;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. The above-referenced actions are hereby dismissed and discontinued, with prejudice, and without costs, expenses, or attorneys' fees.
2. Gloria Merolla agrees to remove all currently installed fencing on plaintiff John Miller's side of the property line within thirty (30) days of the date of this agreement. Plaintiff Merolla shall receive an automatic fifteen (15) day extension, if necessary.
3. The existing stakes at the back of the parties' properties shall constitute the property line for purposes of siting and constructing any fences in the back of either party's property.

4. This Stipulation and Order shall not be admissible in, nor is it related to the litigation or settlement negotiations in, *Merolla v. County of Nassau, et al.*, 13 CV 5360 (JFB) (GRB) or any other litigation or settlement negotiations.


5. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

**[INTENTIONALLY BLANK]**


Dated: New York, New York  
April 30, 2015

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By:   
Alcides A. Casares

*Attorney for Plaintiff Miller*

By:  5-1-15  
Gabriel P. Harvis

*Attorney for Defendant Merolla*

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HONORABLE JOANNA SEYBERT  
UNITED STATES DISTRICT JUDGE